UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

	X	
In re	: :	Chapter 11
LEHMAN BROTHERS HOLDINGS INC., et al.,	: :	Case No.: 08-13555 (JMP)
Debtors.	: :	(Jointly Administered)
	: v	

NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY PURSUANT TO FRBP RULE 3001(e)(2)

1. TO: Yorvik Partners LLP
11 Ironmonger Lane
London EC2V 8EY
United Kingdom
Attn: Lars Lemonius

2. Please take notice that \$532,537.50 of your claim against Lehman Brothers Holdings Inc., identified by XS0309103546 arising from and relating to Proof of Claim No. 40951 (attached as Exhibit A hereto), has been transferred to:

Silver Point Capital Offshore Master Fund, L.P. ("<u>Transferee</u>") c/o Silver Point Capital, L.P.
Two Greenwich Plaza, First Floor
Greenwich, CT 06830
Attn: David F. Steinmetz

An executed "Evidence of Transfer of Claim" is attached as <u>Exhibit B</u> hereto. All distributions and notices regarding the transferred claim should be sent to the Transferee at the above address, with a copy to:

Davis Polk & Wardwell LLP ("<u>Davis Polk</u>") 450 Lexington Avenue New York, NY 10017-3904 Fax: 212-701-5800 Attn: Xin Yu

3. No action is required <u>if you do not object</u> to the transfer of your claim. However, **IF YOU OBJECT TO THE TRANSFER OF YOUR CLAIM, WITHIN <u>21 DAYS</u> OF THE DATE OF MAILING OF THIS NOTICE, YOU MUST**:

-- FILE A WRITTEN OBJECTION TO THE TRANSFER with:

United States Bankruptcy Court Southern District of New York Attn: Clerk of Court Alexander Hamilton Custom House One Bowling Green New York, NY 10004-1408

- -- SEND YOUR OBJECTION TO THE TRANSFEREE WITH A COPY TO DAVIS POLK.
- -- Refer to **INTERNAL CONTROL NO. XS0309103546** in your objection and any further correspondence related to this transfer.
- 4. If you file an objection, a hearing will be scheduled. IF YOUR OBJECTION IS NOT TIMELY FILED, THE TRANSFEREE WILL BE SUBSTITUTED FOR THE TRANSFEROR ON OUR RECORDS AS A CLAIMANT IN THIS PROCEEDING FOR THE TRANSFERRED CLAIM.

CLERK	
FOR CLERK'S OFFICE USE ONLY:	
This notice was mailed to the Transferor, by first class mail, postage prepaid on, 2011.	
INTERNAL CONTROL NO. XS0309103546	
Copy: (check) Claims Agent Transferee Debtors' Attorney	
Clerk of the Court	

EXHIBIT A

Lehman Brother		-		CURITIES PROGRAMS OF OF CLAIM
In Re: Lehman Brothers	s Holdings Inc., et al.,	Chapter 11 Case No. 08-13555 (JMP)	Filed: USBC - S	Southem District of New York thers Holdings Inc., Et Al.
Debtors.	, , , , , , , , , , , , , , , , , , , ,	(Jointly Administered)		-13555 (JMP) 0000040951
based on Lehi	rm may not be used t man Programs Secur hman-docket.com as			
Name and addres Creditor)	ss of Creditor: (and name	and address where notices should be	sent if different from	Check this box to indicate that this claim amends a previously filed claim.
c/e	F Vest-Trading o Háldan H.Haldansen ostboks 84			Court Claim Number:(If known)
Fa	D-355 Vestmanna rroe Islands	1		Filed on:
Telephone numb	er: <i>† 298724790</i> Ei	mail Address: haldan P	OLIVANT. FO	
Name and addres	ss where payment should	be sent (if different from above)	·	Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone numb	er: Ei	nail Address:		
Programs Securion and whether such dollars, using the you may attach a	ties as of September 15, 2 n claim matured or became exchange rate as applica schedule with the claim	1008, whether you owned the Lehman the fixed or liquidated before or after Section 2015.	Programs Securities on Septem eptember 15, 2008. The claim filing this claim with respect to	e the amount owed under your Lehman aber 15, 2008 or acquired them thereafter, amount must be stated in United States o more than one Lehman Programs Security, ttes.
Amount of Clair	m: \$532,537.50	(Required)		
		and the second s		nt due on the Lehman Programs Securities.
	espect to more than one L			which this claim relates. If you are filing for the Lehman Programs Securities to
International Se	curities Identification N	lumber (ISIN): XS0309103546	(Required)	
appropriate (each from your account	n, a "Blocking Number") ntholder (i.e. the bank, bro	for each Lehman Programs Security for each Lehman Programs Security for each such security that holds such security that	or which you are filing a claim. curities on your behalf). If you	lepository blocking reference number, as You must acquire a Blocking Number are filing this claim with respect to more Programs Security to which this claim
number:	,	uroclear Bank Electronic Instructio	n Reference Number and or	other depository blocking reference
6020	687	(Require	d)	
you are filing this	s claim. You must acquir	e the relevant Clearstream Bank, Euro	clear Bank or other depository	or Lehman Programs Securities for which participant account number from your is should not provide their personal account
	•	tream Bank or Other Depository P	articipant Account Number:	
	ear 90651	(Required		EOD COURT HEE ONLY
consent to, and and disclose your idea	re deemed to have authori	eam Bank or Other Depository: By ized, Euroclear Bank, Clearstream Baman Programs Securities to the Debto	nk or other depository to	FILED RECEIVED
Date.	of the creditor or other	filing this claim must sign it. Sign an person authorized to file this claim and the notice address above. Attach cop	d state address and telephone	OCT 1 9 2009
5/10-09	any. HALDAN	HALDANSON M	AN. DiA.	EPIQ BANKRUPTCY SOLUTIONS, LLC
Penalty	for presenting fraudulen	t claim: Fine of up to \$500,000 or im	prisonment for up to 5 years, or	r both. 18 U.S.C. §§ 152 and 3571

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

VEST-TA ADING C/O HOLDON HOLDONSEN

Date and Signature: 5/10-09

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy

filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brothers Holdings Claims Processing c/o Epiq Bankruptcy Solutions, LLC FDR Station, PO Box 5076 New York, NY 10150-5076

Lehman Programs Security

Any security included on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (http://www.lehman-docket.com) to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

EXHIBIT B

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN BROTHERS PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, Yorvik Partners LLP ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Silver Point Capital Offshore Master Fund, L.P. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the 5 2011 (the "Effective Date"), (a) an undivided interest, to the extent of the Claim Amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 40951 filed by Seller's predecessor in interest (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor (the "Debtor") in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, principal, interest, damages, penalties, fees or any other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to or evidencing the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, and any and all of Seller's right, title and interest in, to and under any right or remedy of Seller or any prior seller against any prior seller in respect of the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.
- 2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer of Claim; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will give rise to any setoff, defense or counterclaim or will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event on no later than the second (2nd) business day (following receipt) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller shall transfer on the Effective Date to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer of Claim, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 5 day of 101 2011

YORVIK PARTNERS LLP

By:\/
Name:
Title:

Address: 11 Ironmonger Lane London EC2V 8EY United Kingdom SILVER POINT CAPITAL OFFSHORE MASTER FUND, L.P.

By: Silver Point Capital Offshore General Partner, LLC Its General Partner

By: David F. Steinmetz
Title: Authorized Signatory

Address: Silver Point Capital, L.P. 2 Greenwhich Plaza Greenwich, CT 06830 USA Schedule 1

Transferred Claims

Purchased Claim

100% which is US\$ 532,537.50 of the outstanding amount of the Proof of Claim as of S July 2011

Lehman Programs Securities to which Transfer Relates

Description of ISIN/CUSIP Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Coupon	Maturity	Accrued Amount (as of Proof of Claim Filing Date)	
						0.00	Mrs. Ameliantia	
EUR 11,785,000 Index-Linked Notes due July	XS0309103546	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc	US\$ 532,537.50	Not Applicable	July 2010	Not Applicable	